

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

| | | |
|------------------------|-----------|-----------------------|
| IN RE: Samuel Delacruz | Debtor(s) | CHAPTER 7 |
| Bank of America, N.A. | Movant | NO. 23-11283 PMM |
| vs. | | |
| Samuel Delacruz | Debtor(s) | |
| Bonnie B. Finkel Esq. | Trustee | 11 U.S.C. Section 362 |

**MOTION OF BANK OF AMERICA, N.A.
FOR RELIEF FROM THE AUTOMATIC STAY
UNDER SECTION 362**

1. Movant is Bank of America, N.A.
2. On May 01, 2023, Debtor filed a voluntary petition under Chapter 7 of the Bankruptcy Code.
3. Movant is the holder of the Retail Installment Sale Contract Simple Finance Charge (“Contract”) signed by Debtor and correct copy of the Contract is attached hereto as Exhibit A.
4. Movant is secured under the Contract by properly perfected first lien security interest in a U 2016 GMC YUKON, (“Vehicle”), bearing a VIN Number 1GKS2CKJ9GR212240. A copy of the Lien and Title Information Report is attached hereto as Exhibit B.
5. By virtue of the above, Movant is holder of a secured claim against Debtor.
6. Debtor is in default under the terms of the Contract by failing to make post-petition payments for the months of May 2023 through June 2023 in the amount of \$756.00 each, less a partial payment balance of \$88.39, for a total post-petition arrearage of \$1,423.61 as of July 10, 2023.
7. As of July 10, 2023, the outstanding balance under the Contract is \$28,069.85.
8. Per the JD Power Value Report, the fair market value of the Vehicle is \$29,425.00. A copy of the JD Power Value Report is attached hereto as Exhibit C.

9. Movant alleges that the automatic stay should be lifted for the cause pursuant to 11 U.S.C.

Section 362 (d)(1) in that Movant lacks adequate protection of its interest in the Vehicle as evidenced by the following:

(a) Debtor defaulted under the terms of the Contract by failing to make post-petition installment payments when due and owing thereunder;

(b) The Vehicle and the value of the Vehicle is in a state of decline and continues to decline and;

WHEREFORE, Movant respectfully prays that, upon final hearing of this Motion (1) the automatic stay will be terminated as to Movant to permit Movant to seek its statutory and other available remedies (2) Movant be permitted to obtain possession of the Vehicle to the exclusion of Debtor (3) Movant be granted such and other further relief, at law or in equity as it is just.

/s/ Michael P. Farrington

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Attorneys for Movant/Applicant

Dated: July 20, 2023